

## **EXHIBIT M**

### **DISPUTE RESOLUTION**

1. Purpose.

This Exhibit is intended to provide for the expeditious resolution of all disputes between BA and Mid-Maine arising under or as contemplated by the Agreement and to do so in a manner that permits uninterrupted high quality services to be furnished to each Party's Customers.

2. Exclusive Remedy.

(A) All disputes arising under or as contemplated by the Agreement that cannot be resolved informally shall be resolved as set forth herein. Dispute resolution under the procedures established in Section 29.11 of the Agreement and provided in this Exhibit shall be the exclusive remedy for all disputes between BA and Mid-Maine arising out of the Agreement or any claimed breach thereof. BA and Mid-Maine agree not to resort to any court, agency, or private group with respect to such disputes *except* in accordance with this Exhibit.

(B) If, for any reason, certain claims or disputes are deemed to be non-arbitratable, the non-arbitrability of those claims or disputes shall in no way affect the application of the dispute resolution process set forth herein to any other claims or disputes arising out of the Agreement.

(C) Nothing in this Exhibit shall limit the right of either BA or Mid-Maine to obtain provisional remedies (including injunctive relief) from a court of competent jurisdiction or from the Maine Public Utilities Commission ("Maine PUC" or "Commission") before, during or after the pendency of any arbitration proceedings brought pursuant to this Exhibit. However, once a decision is reached by an Arbitrator or the Maine PUC, as applicable, pursuant to the terms herein, such decision shall supersede any such provisional remedy.

(D) If, for any reason, the subject matter of the claim or dispute is adjudicated in both a proceeding of the Maine PUC or any other federal or state regulatory agency ("Agency") that exercises jurisdiction over the Agreement and an arbitration proceeding under this Exhibit, the following provisions shall apply:

- i) To the extent allowed by Applicable Law, the Agency ruling shall be binding upon the Parties, provided that both Parties had specific notice of and an opportunity to participate in the Agency proceeding with regard to the particular subject matter and that the Agency ruling was issued before a ruling in the arbitration proceeding.

- ii) The arbitration ruling rendered pursuant to this Exhibit shall be binding upon the Parties for purposes of establishing their respective contractual rights and obligations under the Agreement, and for all other purposes, except as provided in (i) above.

### 3. Informal Resolution of Disputes.

(A) Prior to filing a petition with the Maine PUC under Section 4 of this Exhibit or initiating an arbitration under Section 5 of this Exhibit, pursuant to the procedures set forth herein, the Parties shall submit any dispute between BA and Mid-Maine for resolution to an Inter-Company Review Board consisting of one representative from each Party at the vice-president or above level (or such lower level as the Parties agree).

- (1) Each Party must designate its initial representative to the Inter-Company Review Board within fifteen (15) days of the Effective Date of the Agreement.
- (2) Each Party may change its designee, or select an alternative designee, on one day's notice to the other Party.

The Inter-Company Review Board shall address and try to resolve the dispute. In the case of service affecting disputes, the Board shall have forty-eight (48) hours to informally resolve the dispute. In the case of a non-service affecting dispute, the Board may have up to fifteen (15) days to resolve the dispute.

(B) The Parties may also agree to other informal resolution processes for specific circumstances, including, but not limited to mediation prior to filing a petition or initiating an arbitration.

(C) The Parties may enter into a settlement of any dispute at any time. The settlement agreement shall be in writing, and shall identify (if appropriate) how the Arbitrator's fee for the particular proceeding, if any, will be apportioned.

(D) At no time may a Party introduce into evidence or inform the Arbitrator of any statement, position taken, or other action said or done during any negotiation or mediation sessions pursuant to Section 3 of this Exhibit without the other Party's written consent.

### 4. Petition to Maine PUC.

Unless both Parties agree to waive this Section, a Party may not initiate an arbitration pursuant to Section 5 of this Exhibit, without first complying with this Section.

(A) Petition. Before submitting a dispute for arbitration, a Party Shall file a petition with the Maine PUC regarding the dispute. A copy of the petition shall be served simultaneously on the

other Party. The petition shall be accompanied by a cover letter which includes a notification to the commission of the provisions of subsection C, below. The petition shall contain an explanation of the dispute in the same manner as a petition for arbitration under the Telecommunications Act.

(B) Responsive Pleadings. The other Party must file its answer to the petition within fourteen (14) days after the petition is filed with the Commission. The petitioning Party must file its reply to the answer within seven (7) days after the filing of the answer.

(C) Commission Action. If the Commission does not affirmatively assert its jurisdiction over the dispute within thirty (30) days after the petition is filed, by the issuance of a notice of investigation, a procedural order or a similar document, or if the Maine PUC expressly declines to assert jurisdiction, the petitioning Party shall immediately withdraw the petition without prejudice to its right to file for arbitration pursuant to Section 5 of this Exhibit.

(D) Commission Action. If the Commission asserts jurisdiction over all or part of the dispute within thirty (30) days after the filing of the petition, the Parties shall participate in the Commission proceeding to resolve the issue or issues and shall be bound by the final decision of the Commission in the proceeding, subject to any appeal right under Applicable Law. A Party may initiate an arbitration under Section 5 of this Exhibit over any part of the dispute that the Maine PUC does not assert jurisdiction. Neither Party shall seek resolution of any issue or issues subject to the Maine PUC proceeding through an arbitration under Section 5 of this Exhibit, unless the Commission fails to adopt a schedule for its proceeding which provides for resolution within three (3) months after filing of the petition, in which case, either Party may submit the issue or issues to arbitration under Section 5. If a Party seeks arbitration in the above instance, the petition shall be withdrawn.

(E) Service Affecting Dispute. In the case of a service affecting dispute, the above procedures shall be modified to reflect the time frames set forth in Section 13(C) of this Exhibit.

## 5. Initiation of an Arbitration.

(A) If the Inter-Company Review Board is unable to resolve a non-service affecting dispute within fifteen (15) days (or such longer period as agreed to in writing by the Parties) of the submission outlined in Section 3 above, and the Maine PUC has not asserted jurisdiction over the dispute (or has failed to adopt a schedule for resolution within three (3) months) pursuant to Section 4 above, either Party may initiate an arbitration in accordance with the American Arbitration Association ("AAA") rules for commercial disputes as in effect from time to time. Any dispute over a matter which directly affects the ability of a Party to provide quality services to its Customers or identifiable prospective Customers, *i.e.*, a service-affecting dispute, will be governed by the procedures described in Section 13 of this Exhibit. In the event the Parties, in good faith, do not agree that a service-affecting dispute does not exist, the dispute will be assumed to be a service-affecting dispute.

(B) In the event either Party initiates an arbitration, the Parties must notify the Maine PUC of the arbitration proceeding within forty-eight (48) hours of the initiation of the arbitration.

6. Governing Rules for Arbitration.

The rules set forth below and the rules of the AAA as in effect from time to time shall govern all arbitration proceedings initiated pursuant to this Exhibit; however, such arbitration proceedings shall not be conducted under the auspices of the AAA unless the Parties mutually agree. This restriction does not affect the rights of either Party to request an Arbitrator from the AAA, pursuant to Subsection 7(F) below. Where any of the rules set forth herein conflict with the rules of the AAA, the rules set forth in this Exhibit shall prevail.

7. Appointment and Removal of Arbitrator.

(A) A sole Arbitrator (the "Arbitrator") shall preside over each dispute submitted for arbitration under this Agreement.

(B) The Parties shall appoint an Arbitrator who will serve for each dispute, unless removed pursuant to Subsection 7(D) of this Exhibit. The appointment will be made by mutual agreement in writing within twenty (20) days of receipt of notice of initiation of the Arbitration (or such longer period as the Parties may mutually agree to in writing).

(C) In the event that multiple arbitration proceedings are in progress simultaneously under this Agreement, the Arbitrator may hear all of the proceedings, or may request, in writing, the appointment of one (1) or more additional Arbitrators. The Parties shall appoint such additional Arbitrators within thirty (30) days after receipt of such request (or within such longer period as the Arbitrator's request specifies). The Arbitrator may assign arbitration proceedings to the additional Arbitrators in his or her sole discretion, provided that each such proceeding shall be presided over by a single Arbitrator. Additional Arbitrators shall have all the powers and responsibilities of the Arbitrator in the proceedings over which they preside, but shall serve only for the duration of the specific disputes for which they were retained.

(D) The Parties may, by mutual written agreement, remove an Arbitrator at any time, and shall provide prompt written notice of removal to such Arbitrator. Notwithstanding the foregoing, any Arbitrator may be removed unilaterally at any time by either Party as permitted in the rules of the AAA as in effect from time to time.

(E) In the event that an Arbitrator resigns, is removed pursuant to subsection 7(D) of this Section, or becomes unable to discharge his or her duties, the Parties shall, by mutual written agreement, appoint a replacement Arbitrator no later than twenty (20) days after such resignation, removal, or inability, unless a different time period is mutually agreed upon in writing by the Parties. Any matters pending before the Arbitrator at the time he or she resigns,

is removed, or becomes unable to discharge his or her duties, will be assigned to the replacement Arbitrator as soon as the replacement Arbitrator is appointed.

(F) In the event that the Parties do not appoint an Arbitrator within the time limit set forth in subsection 7(B) of this Exhibit, an additional Arbitrator within the time limit set forth in subsection 7(C) of this Exhibit, or a replacement Arbitrator within the time limit set forth in subsection 7(E) of this Exhibit, either Party may apply to AAA for appointment of an Arbitrator pursuant to the rules of the AAA as in effect from time to time. Prior to filing an application with the AAA, the Party filing such application shall provide five (5) days prior written notice to the other Party to this Agreement.

8. Duties and Powers of the Arbitrator.

(A) The Arbitrator shall receive complaints and other permitted pleadings, oversee discovery, administer oaths and subpoena witnesses pursuant to the United States Arbitration Act, hold hearings, issue decisions, and maintain a record of proceedings. The Arbitrator shall have the power to award any remedy or relief that a court with jurisdiction over this Agreement could order or grant, including, without limitation, the awarding of damages, prejudgment interest, specific performance of any obligation created under the Agreement, issuance of an injunction, or imposition of sanctions for abuse or frustration of the arbitration process, except as otherwise limited by the Agreement.

(B) The Arbitrator shall not have the authority to limit, expand, or otherwise modify the terms of the Agreement.

9. Discovery

BA and Mid-Maine shall attempt, in good faith, to agree on a plan for document and information discovery. Should they fail to agree, either Party may request a joint meeting or conference call with the Arbitrator. The Arbitrator shall resolve any disputes between BA and Mid-Maine and any resolution regarding the scope, manner, and timing of discovery shall be final and binding.

10. Privileges.

All attorney-client and work product privileges shall apply.

11. Location of Hearing.

The Parties agree that any hearings shall take place in a location in Maine to be determined by the Arbitrator, unless the Parties otherwise agree.

12. Decision.

- (A) The Arbitrator's decision and award shall be in writing.
- (B) Judgment upon the award rendered by the Arbitrator may be entered in any court having jurisdiction thereof. Either Party may apply to the United States District Court for the district in which the hearing occurred for an order enforcing the decision.
- (C) If any Party fails to file any permitted appeal within thirty (30) days after the Arbitrator's decision, that Party waives its rights to appeal and the award becomes final and binding.
- (D) In the event a court agrees to hear the matter on appeal, a Party must comply with the results of the arbitration decision during the appeal process, unless a court of competent jurisdiction stays such decision pending the appeal.

13. Process for Service Affecting Disputes.

- (A) This section describes the procedures for an expedited resolution of disputes between BA and Mid-Maine arising under or as contemplated by the Agreement, which directly affect the ability of a Party to provide uninterrupted, high quality services to its Customers, and which cannot be resolved using the procedures for informal resolution of disputes contained in the Exhibit in Section 3.
- (B) Except as specifically provided in this Section 13, the provisions of the other Sections of this Exhibit shall apply.
- (C) Initiation of an Arbitration.
  - (1) If the Inter-Company Review Board is unable to resolve a service-affecting dispute within forty-eight (48) hours (or such longer period as agreed to in writing by the Parties) of submission to it of the dispute, and the Maine PUC has not affirmatively asserted jurisdiction over the dispute with fourteen (14) days after the filing of the petition or fails to adopt a schedule for resolution within forty-five (45) days after the filing of the petition, pursuant to Section 4, above, and the Parties have not otherwise entered into a settlement of their dispute, a Party may initiate an arbitration in accordance with the requirements of this Section 13. However, in the sole discretion of the Party which submitted the dispute to the Inter-Company Review Board, the dispute may be arbitrated in accordance with the general procedures described in the this Exhibit rather than the expedited procedures of this Section 13. A dispute will be deemed submitted to the Inter-Company Review Board on the date a Party requests Inter-Company Review Board action in writing, transmitted by facsimile as set forth in Section 29.10 (notice provision) of the Agreement and to each Party's representative designated pursuant to subsection 3(A) (1) of this Exhibit.

(2) A proceeding for arbitration will be commenced by a Party ("Complaining Party") filing a complaint ("Complaint") with the other Party ("Respondent Party"), and simultaneously serving a copy on the Commission and as soon as an Arbitrator is appointed, also on the Arbitrator.

(3) Each Complaint will concern only the claims relating to an act or failure to act (or series of related acts or failures to act) of a Respondent Party which affect the Complaining Party's ability to offer a specific service (or group of related services) to its Customers. A Complaint may be in letter or memorandum form and must specifically describe the dispute and identify with particularity how the Complaining Party's service to its Customers is affected.

(D) Response to Complaint.

A response to the Complaint must be filed within ten (10) business days after service of the Complaint, or such later time period as the Arbitrator, in his/her discretion, may permit.

(E) Reply to Response.

A reply is permitted to be filed by the Complaining Party within three (3) business days of service of the response, or such later time period as the Arbitrator, in his/her discretion, may permit. The reply must be limited to those matters raised in the response.

(F) Discovery.

The Parties shall cooperate on discovery matters as provided in Section 9 of this Exhibit, but following expedited procedures as prescribed by the Arbitrator.

(G) Hearing.

(1) The Arbitrator will schedule a hearing on the Complaint to take place within twenty (20) business days after service of the Complaint. However, if mutually agreed to by the Parties, a hearing may be waived and the decision of the Arbitrator will be based upon the papers filed by the Parties.

(2) The hearing and evidence.

(a) The hearing will be limited to four (4) days, with each Party allocated no more than two (2) days, including cross examination by the other Party, to present its evidence and arguments. At the Arbitrator's discretion and for extraordinary reasons, including the need for extensive cross-examination, the Arbitrator may allocate more time for the hearing.

(b) In order to focus the issues for purposes of the hearing, to present initial views concerning the issues, and to facilitate the presentation of evidence, the Arbitrator has the discretion to conduct a telephone prehearing conference at a mutually convenient time, but in no event later than three (3) days prior to any scheduled hearing.

(c) Each Party may introduce evidence and call witnesses it has previously identified in its witness and exhibit lists. The witness and exhibit lists must be furnished to the other Party at least three (3) days prior to commencement of the hearing. The witness list will disclose a summary of the substance of each witness' expected testimony. The exhibit list will identify by name (author and recipient), date, title, and other identifying characteristics the exhibits to be used at the arbitration. Testimony from witnesses not listed on the witness list or exhibits not listed on the exhibit list may not be presented in the hearing, absent extraordinary reasons not known prior to commencement of the hearing.

(3) The Parties shall make reasonable efforts to stipulate to undisputed facts prior to the date of the hearing.

(4) Witnesses will testify under oath. A complete transcript of the proceeding, together with all pleadings and exhibits, shall be maintained by the Arbitrator.

(H) Decision.

(1) The Arbitrator will issue and serve his or her decision and award on the Parties within five (5) business days of the close of the hearing or receipt of the hearing transcript, whichever is later.

(2) The Parties shall take the actions necessary to implement the decision and award of the Arbitrator immediately upon receipt of the Arbitrator's decision.

(3) The Arbitrator's decision and award shall be final and binding on the Parties in accordance with the terms of Section 12 of this Exhibit.

14. Fees.

(A) The Arbitrator's fees and expenses that are directly related to a particular proceeding dispute shall be paid by the losing Party. In cases where the Arbitrator determines that neither Party has, in some material respect, completely prevailed or lost in a proceeding, the Arbitrator shall, in his or her discretion, apportion fees and expense to reflect the relative success of each Party. Those fees and expenses not directly related to a particular proceeding dispute shall be shared equally. In accordance with subsection 4(C) of this Exhibit, in the event that the Parties settle a dispute before the Arbitrator reaches a decision with respect to that dispute, the Settlement Agreement must specify how the Arbitrator's fees for the particular proceeding will



be apportioned. Each Party shall pay its own attorney's fees, expert fees, cost and related expenses with respect to an arbitration.

(B) In an action to enforce a decision of the Arbitrator, the prevailing Party shall be entitled to its reasonable attorneys' fees, expert fees, costs, and expenses without regard to the local rules of the district in which the suit is brought.

15. Confidentiality.

(A) BA, Mid-Maine and the Arbitrator will treat the arbitration proceedings, including the hearings and conferences, discovery, or other related events as confidential except as necessary in connection with a judicial challenge to, or enforcement of, an award or unless otherwise required by an order or lawful process of a court or other governmental body.

(B) In order to maintain the privacy of all arbitration conferences and hearings, the Arbitrator shall have the power to require the exclusion of any person, other than a Party, counsel thereto, or other essential persons.

(C) To the extent that any information or materials disclosed in the course of an arbitration proceeding contain proprietary, trade secret or confidential information of either Party, it shall be safeguarded in accordance with an appropriate agreement for the protection of proprietary, trade secret or confidential information that the Parties agree to negotiate. However, nothing in such negotiated agreement shall be construed to prevent either Party from disclosing the other Party's information to the Arbitrator or its counsel or subject matter expert (with a sufficient nondisclosure agreement) in connection with or in anticipation of an arbitration proceeding. In addition, the Arbitrator may issue orders to protect the confidentiality of proprietary information, trade secrets, or other sensitive information in the event the Parties cannot agree upon an agreement to govern the handling of such information.

16. Service of Process.

(A) Service may be made by submitting one copy of all pleadings and attachments and any other documents requiring service to each Party as described below and one (1) copy to the Arbitrator. Service shall be deemed made (1) upon receipt if delivered by hand; (2) after three (3) business days if sent by first class certified U.S. Mail; (3) the next business day if sent by overnight courier service and a signature is requested; (4) upon receipt (confirmed by a signed return transmittal), if sent by facsimile. When notice is sent by facsimile a copy shall also be sent by same day hand delivery, first class U.S. Mail, or overnight courier.

(B) Service should be upon the entities identified in Section 29.10 (notice provision) of the Agreement, unless otherwise designated in writing.

17. Interest on Disputed Amount.

The Arbitrator shall require that any amounts owed pursuant to an arbitration decision shall include applicable interest. The interest rate shall be the rate set forth in Section 29.9 of the Agreement.

18. In the event of a change in Applicable Law affecting the provisions of this Exhibit which requires modification of this Exhibit, the Parties agree that any new or modified dispute resolution provisions will contain an expedited procedure for dealing with service affecting disputes.